

RECORDATION NO 16504
FILED 143

SEP 7 1989 - 12 05 PM

INTERSTATE COMMERCE COMMISSION

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ALLEN H. HARRISON, JR.

DIRECT LINE (202)

663-6093

RECORDATION NO 16504/B
FILED 143
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INTERSTATE COMMERCE COMMISSION

9-250A023

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INTERSTATE COMMERCE COMMISSION

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RECORDATION NO

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September 7, 1989 INTERSTATE COMMERCE COMMISSION

(File 120)

52 February 1989

Dear Mrs. McGee:

On behalf of The CIT Group/Equipment Financing, Inc., I submit for filing and recording under 49 U.S.C. Section 11303 (a) and the regulations promulgated thereunder, three (3) counterparts of a certified true primary document, not previously recorded, entitled Fleet Rental Security Agreement ("Security Agreement") dated February 22, 1989. Also submitted for filing and recording are the following related secondary documents, not previously recorded, as follows:

- A Memorandum of Car Leasing Agreement ("Lease"), acknowledged March 22, 1989, - executed counterpart and two (2) certified true copies,
- B Assignment of Lease - Full Recourse ("Assignment No. 1"), executed February 22, 1989, - three (3) certified true copies, and
- C Assignment to The CIT Group/Group Equipment Financing, Inc. (sic), ("Assignment No. 2"), dated February 22, 1989 - three (3) certified true copies

The parties to the enclosed Security Agreement are:

The CIT Group/Equipment Financing, Inc. - Secured Party
2877 Brandywine Road
Atlanta, GA 30341

Hargis Leasing, Inc. - Debtor
200 Tremon Street
Gordon, GA 31301

The Security Agreement covers a security interest in ten (10) tank cars for a loan of \$578,000 from the Secured Party to the Debtor.

The parties to the enclosed Lease are:
Hargis Railcar, Inc. - Lessor
200 Tremon Street
Gordon, GA 31301

Rec'd
November

Consent of H. H. Harrison, Jr.

Nord Resources Corporation
Nord Kaolin Division - Lessee
8150 Washington Village Drive
Dayton, Ohio 45458

The Lease covers the lease of the same ten (10) tank cars that are in the Security Agreement.

The parties to the enclosed Assignment No. 1 are:
Hargis Railcar, Inc. - Assignor
200 Tremon Street
Gordon, GA 31301

Hargis Leasing, Inc. - Assignee
200 Tremon Street
Gordon, GA 31301

The Assignment No. 1 assigns the right, title and interest of the Lessor in the above Lease to the Assignee.

The parties to the enclosed Assignment No. 2 are:

Hargis Leasing, Inc. - Assignor
200 Tremon Street
Gordon, Georgia 31301

The CIT Group/Equipment Financing, Inc. - Assignee
2877 Brandywine Road
Atlanta, GA 30341

The Assignment No. 2 assigns the right, title and interest of the Lessor by assignment, Hargis Leasing, Inc., in the above Lease to the Assignee.

A short summary for all documents to appear in the ICC Index is as follows:

"Covers 10 tank cars, HARX1000-1009"

Enclosed are two checks each in the amount of twenty-six (\$26) dollars (total of \$52) in payment of the filing fees.

Once the filings have been made, please return to bearer the stamped counterparts of the four enclosed documents not needed for your files, together with the fee receipt, the letter from the ICC acknowledging the filings, and the two extra copies of this transmittal letter.

Very truly yours,


Allen H. Harrison, Jr.

Attorney for this purpose
of this filing for

The CIT Group/Equipment Financing, Inc.

Honorable Noreta R. McGee
Secretary
Interstate Commerce Commission
Washington, D.C. 20423

Enclosures

AHH/mjg
BY HAND

Interstate Commerce Commission
Washington, D.C. 20423

9/7/89

OFFICE OF THE SECRETARY

Allen H. Harrison Jr.
Wilmer, Cutler & Pickering
2445 M. St. N.W.
Washington, D.C. 20037-1420

Dear

Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 9/7/89 at 12:05pm and assigned recordation number(s).

16504, 16504-A, 16504-B, 16504-C 16505, & 16506

Sincerely yours,



Noreta R. McGee
Secretary

Enclosure(s)

Assignment No. 2

16504/C
REGISTRATION NO. FILED 103

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INTERSTATE COMMERCE COMMISSION

ASSIGNMENT TO THE CIT GROUP/GROUP EQUIPMENT FINANCING, INC.

We hereby sell and assign to The CIT Group/Equipment Financing, Inc. ("CIT"), its successors and assigns, the above-named contract and all our right, title and interest therein, and assign a security interest in the property described therein, and all rights and remedies thereunder, and all our rights under the assignment of the contract and under any guaranty. We hereby make the same guarantee of payment and the same warranties to, agreements with, and waivers and subordinations in favor of CIT, its successors and assigns, as are set forth in the foregoing assignment. Unless otherwise agreed under the provisions of an applicable underlying agreement, any amounts retained by Assignee as a reserve or holdback shall be held by Assignee as security for the performance of Assignor's obligations under the underlying agreement and hereunder, and shall be paid to Assignor without interest, when all payments under the contract have been paid in full, provided no obligation of any kind, direct or contingent, of Assignor whether hereunder or otherwise and no other paper acquired by Assignee from Assignor or from any of Assignor's subsidiary or affiliated companies be in default; but in the event of any such default, Assignee may collect any amount owing by making an appropriate charge against any reserve or holdback which otherwise would be payable to Assignor in cash. We warrant that we have full and unencumbered title to the above-named contract and the property described therein, and that our assignor does not have and will not assert any claim or interest thereto by virtue of any arrangement or understanding with us, or deferred payment due from us, or otherwise. We waive notice of acceptance hereof.

Dated February 22, 19 89

Hargis Leasing, Inc.
Name of individual, corporate or partnership
manufacturer
By James W. Hargis Title President
If corporation, have signed by President, Vice
President or Treasurer, give official title.
If owner or partner, state which.